

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.		PAGE 1 OF 36	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>							
2. CONTRACT NO. N00164-04-D-TBD		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. N00164-03-R-8521	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Mr. Peter J. Riegler		b. TELEPHONE NO. (No collect calls) 812-854-6491		6. SOLICITATION ISSUE DATE 03 October 2003	
9. ISSUED BY CONTRACTING OFFICER Code 1165 Bldg 3291 NAVSURFWARCENDIV 300 HWY 361 CRANE IN 47522-5001				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS CODE: 333315 SIZE STD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO-A70	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE N00164 NAVSURFWARCENDIV CRANE BLDG 3291 MARK FOR CODE 805 SANDRA PAULIN 300 HWY 361 CRANE IN 47522-5000				16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE DUNS: PHONE NO. FAX				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2.						
25. ACCOUNTING AND APPROPRIATION DATA See page 3.						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL			
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				1. PAID BY			
		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Continuation of any SF 1449 block in accordance with (IAW) FAR subparagraph 12.303(b)

Continuation of Block 11 Delivery	Page 5
Continuation of Block 18 Remittance	Page 3
Continuation of Blocks 19-24 Schedule	Page 2
Continuation of Block 25 Accounting & Appropriation Data	Page 3

Schedule of Supplies/Services - Blocks 19 – 24.

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Laser Marker Tripod System (LMTS), in accordance with (IAW) attached NSWC Crane Performance Specification (PS) and Statement of Work (SOW)	MIN: 5 MAX: 312	EA EA	\$ \$	\$ \$

***CLIN 0001 PRICE MATRIX**

QTY EACH	YEAR ONE	YEAR TWO	YEAR THREE
3	\$	\$	\$
5	\$	\$	\$
50	\$	\$	\$
150	\$	\$	\$
300	\$	\$	\$

***Pricing Of Stepladder Quantity Range - (CLIN 0001)**

Offerors must submit pricing for all stepladder quantities contained in the quantity range for **CLIN 0001**. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight-line basis for **CLIN 0001**.

0002	Provisioned Item Order (PIO) for LMTS Spare Parts as identified in CDRL A004, Proposed Spare Parts List	**TBD	**TBD	Maximum Estimate \$50,000.00
	** Quantities and Prices to be established prior to any order for this CLIN. Maximum estimated amount is not to exceed \$50,000			
0003	Data IAW CDRL exhibits A001 through A004. Quantities stated on CDRL's		Not Separately Priced (NSP)	

SCHEDULE NOTES:

SPECIAL NOTICE - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

Accounting and Appropriation Data - Block 25.

<u>ACRN</u>	<u>Line Of Accounting</u>	<u>Amount</u>
A1	To be provided at time of award	

SPECIAL INVOICE/BILLING INSTRUCTIONS

- The contract ACRN associated with each CLIN/SUBCLIN shall be referenced on page 1 of the invoice by CLIN/SUBCLIN.
- Payment Office – **DFAS Charleston**. The contractor shall **NOT** send a copy of the invoice directly to the payment office.
- The contractor shall submit 1 copy of the invoice to:

VENDOR PAY
 CODE 00M, BLDG 3173
 NAVSURFWARCENDIV
 300 HIGHWAY 361
 CRANE IN 47522-5002

COMMANDING OFFICER
 CODE 805, ATTN MS. SANDRA PAULIN, BLDG 3291
 NAVSURFWARCENDIV
 300 HIGHWAY 361
 CRANE, IN 47522-5000

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area WorkFlow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. Invoices for payment shall be submitted in hard copy in accordance with the Submission of Invoice Clause herein to the following address:

Vendor Pay
 Code 00M2 Bldg 3173
 NSWC Crane
 300 Highway 361
 Crane IN 47522-5001

PAYMENT STATUS INQUIRIES UNLESS BANKCARD PAY

Status of invoice payments can be obtained from the following web site: www.dfas.mil/money/vendor

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

List your Commercial and Government (CAGE) Code and DUNS # in Block 17a.of Page 1.

It is requested that technical questions concerning this procurement be submitted, via electronic mail not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 submitted to the following e-mail address: riegler_p@crane.navy.mil.

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522.

Delivery orders will be placed against this contract, by the Government, using the SF 1449.

Delivery orders placed under this contract will be placed by the Government no later than 3 years after date of contract award.

Contract Clauses

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
52.212-4	Contract Terms & Conditions--Commercial Items	Dec 2001

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows: (See Addendum 1.)

ADDENDUM 1 to 52.212-4

Add to Paragraph (a) *"Inspection and Acceptance"* as follows:

Inspection and acceptance shall be made by a representative of the Government at destination for all line item(s).

The following paragraphs (t thru w) are hereby added to the clause:

(t) *Contractor Performance Reports.* The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

(u) *DELIVERY SCHEDULE.* Delivery is required as follows:

<u>CLINs</u>	<u>Required Delivery</u>
0001	Starts 16 weeks from effective date of delivery order at a rate of no more than 20 each LMTS's per month.
0002	To Be Determined
0003	As described in CDRLs

(v) *PLACE OF DELIVERY*

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

**NAVSURFWARCENDIV CRANE
BLDG 3291
MARK FOR CODE 805 SANDRA PAULIN
300 HWY 361 CRANE IN 47522-5000**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

(w) *STANDARD COMMERCIAL WARRANTY (6001)*

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the

event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ___ months. (Offeror is to insert number.)

ADDENDUM 1 to 52.212-4 (continued)

In accordance with FAR 12.301(e), the following clauses are hereby added by addendum:

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.233-02	Service of Protest	Aug 1996
52.242-15	Stop Work Order	Aug 1989
52.243-1	Changes – Fixed Price	Aug 1987
52.247-34	F. O. B. Destination	Nov 1991
1.1 <u>PART II</u>		
<u>DFAR Para No</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Nov 2001

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (___) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract award through 3 Years after date of award [exact dates to be entered at time of award].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (FAR 52.26-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 3 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 300 Each ;

(2) Any order for a combination of items in excess of N/A ; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD - based on contract award date.

End of Addendum 1 to 52.212-4

Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (FAR 52.212-5)(June 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

--(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

--(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

--(ii) Alternate I (MAR 1999) of 52.219-5.

- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).**
- X (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).**
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).**
- X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).**
- X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).**
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).**
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

--(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C.

6962(i)(2)(C)).

--(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

--(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

--(ii) Alternate I (MAY 2002) of 52.225-3.

--(iii) Alternate II (MAY 2002) of 52.225-3.

--(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (JULY 2000)(DEVIATION) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

--(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

--(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

--(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

--(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

--(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

--(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

--(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

--(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

--(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JUN 2003) (DFARS 252.212-7001)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

- ☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (22 U.S.C. 2534(a)(3)).
- ☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C.2227).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (Alternate III)(MAY 2003)(10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
	(End of clause)

EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(D)

Attachment 1 - Statement of Work (SOW) dated 29 September 2003
 Attachment 2 – Performance Specifications (including SOFLAM drawings 6650034 & 6982523),
 dated 16 September 2003

Data Requirements (CDRLs)

Exhibit A001 – Contractor's Management, Status and Progress Reports
 Exhibit A002 – Commercial Drawings and Associated Lists
 Exhibit A003 – Commercial Off the Shelf (COTS) Manual and Associated Supplemental
 Exhibit A004 – Proposed Spare Parts List

Solicitation Provisions

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
52.212-1	Instructions to Offerors – Commercial Items	Jul 2003

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below.)

Addendum 2 to 52.212-1

Add to Paragraph (b) (10) " *Past Performance*" as follows:

PAST PERFORMANCE

During the source selection process, the Government will assess the Offeror's past performance in the evaluation for contract award. Accordingly, each Offeror is required to submit a list of its most recent contracts (maximum of 3) for each of the same or similar items (include the names, addresses, contract numbers, and phone (voice and fax) numbers for two (2) points of contact for each reference). It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Contracting Officer will evaluate the offeror's past performance; based upon the information furnished by the offeror, or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer. The Contracting Officer may, however, utilize all available information, including information not provided by the Offeror, in the past performance evaluation. If the offeror does not have past performance for these exact units, submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will be rated neither favorably nor unfavorably. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

The following paragraph hereby replaces paragraph (d) the clause (52.212-1):

(d) Product Samples. A product sample shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

The product sample will be utilized by the Government to verify the technical ability of the item to meet the Government requirement. All of the requirements found in paragraph 3 of the Performance Specification will be tested and/or verified **except** for paragraph 3.3.1, the SOFLAM interface. The requirement for the quick release mechanism can be addressed in writing (as per FAR 52.212(b)(4)) in sufficient detail to allow for evaluation by the Government. However, the product sample must meet all other specifications.

Add to Paragraph (g) "*Contract award*" as follows:

The following factors shall be used to evaluate offers (listed in descending order of importance):

- Product Sample (Technical Ability of the item offered to meet the Government Requirement)
- Past Performance
- Price

Addendum 2 to 52.212-1 continued

The following paragraphs (k thru m) are hereby added to the clause:

(k) FACSIMILE PROPOSALS (OCT 1997)**(a) Definition.**

Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 812-854-5066.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(l) SUBCONTRACT DATA REQUIRED (6410)

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

(m) SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

End of Addendum 2 to 52.212-1

Evaluation—Commercial Items (JAN 1999) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers (listed in descending order of importance):

- Product Sample (Technical Ability of the item offered to meet the Government Requirement)
- Past Performance
- Price

Technical and Past Performance, when combined, are significantly more important than cost or price.

(b) *Options*. Deleted.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

NOTE: The provision at 52.212-2 has been tailored as follows: (See addendum 3 below.)

Addendum 3 to 52.212-2

The following paragraphs (d thru e) are hereby added to the clause:

(d) The government reserves the right to award any quantity within the stepladder quantity range (CLIN 0001). The stepladder quantity range is sufficiently large to accommodate potential increases in funding which may occur prior to award, and to permit the widest possible latitude in evaluation of proposals.

(e) The product sample will be utilized by the Government to verify the technical ability of the item to meet the Government requirement. All of the requirements found in paragraph 3 of the Performance Specification will be tested/verified **except** for paragraph 3.3.1, the SOFLAM interface. The requirement for the quick release mechanism can be addressed in writing in sufficient detail to allow for evaluation by the Government. However, the product sample must meet all other specifications.

NOTE: Vendors that have submitted this same product to NSWC Crane under a NSWC Crane Contract, may request a waiver of the requirement for Product Samples submittal. NSWC Crane reserves the right to waive the requirement for Product Samples from vendors who have delivered and the Government has accepted, for the same product set forth as CLIN 0001 herein.

End of Addendum 3 to 52.212-2

52.212-3 – Offeror Representations and Certifications – Commercial Items (JUN 2003) – ALTERNATE I (JUN 2003)

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) *Common parent*.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

- (i) It *is, *is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It *is, *is not a joint venture that complies with the requirements of 13 CFA part 126, and the representation in paragraph ©(10)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

- (i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act – Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (MAY 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (MAY 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and* are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____ Black American.

- _____ Hispanic American.
 _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 _____ Individual/concern, other than one of the preceding.
 (End of Clause)

252.212-7000 - Offeror Representations and Certifications--Commercial Items (NOV 1995).

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.225-7000 Buy American Act--Balance of Payments Program Certificate (APR 2003).

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

(End of provision)

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted.

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

CONTRACT INFORMATION

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?
YES _____ NO * _____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?
YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?
+ _____ - _____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

**STATEMENT OF WORK
FOR
LASER MARKER TRIPOD SYSTEM (LMTS)**



**CRANE DIVISION
NAVAL SURFACE WARFARE CENTER
MICROWAVE SYSTEMS DIRECTORATE
NIGHT VISION/& CHEM/BIO SENSORS DEPARTMENT**

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited. Destroy by any method that will prevent disclosure of content or reconstruction of the document.

Date: 29 Sep 03

STATEMENT OF WORK FOR LASER MARKER TRIPOD SYSTEM (LMTS)

1.0 SCOPE. This Statement of Work (SOW) sets forth the requirements for the procurement of Laser Marker Tripod Systems (LMTS). This SOW provides for the procurement, test, system spares, configuration management (CM), and technical documentation for the system.

2.0 LISTING OF APPLICABLE DOCUMENTS. The following specifications and standards form a part of this SOW to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto.

2.1 Performance Specification

PS/03/805/029

Performance Specification, Laser Marker Tripod System dtd 16 Sep 03

2.2 Military Standards

MIL-STD 129P

Military Marking for Shipment and Storage dtd 15 Dec 02

MIL-PRF-49506

Logistics Management Information dtd 11 Nov 96

2.3 Department of Defense Handbooks

MIL-HDBK-61A

Configuration Management Guidance dtd 7 Feb 01

MIL-DTL-24784/4B

Commercial Off-the-Shelf Equipment Manual Rqmts.
Dtd 15 Feb 02

2.4 Non-Government Standards and Other Publications

ASQC Q9001

Quality Systems – Model for Quality Assurance In-Depth, Development,
Production, Installation and Servicing dtd 1 Aug 94

2.5 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document shall take precedence. Nothing in this document shall supersede applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

2.6 Availability of DoD Documents. Government specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094. Non-Government Publications are available from the National Standards Institute, 11 West 42nd Street, New York, NY 10036.

3.0 REQUIREMENTS.

3.1 General. The Contractor shall provide production Laser Marker Tripod Systems in accordance with (IAW) the performance requirements contained in the Performance Specification referenced in paragraph 2.1. The LMTS shall include an Operator's/Maintenance Manual with each delivered system.

3.1.1 Contract Progress Monitoring. The Contractor shall maintain and/or establish a monitoring system to ensure full compliance with the contract requirements.

3.2 QUALITY.

3.2.1 Quality Program. The Contractor shall maintain a quality system that ensures conformance to contractual requirements and meets the requirements of ASQC Q9001, or an equivalent quality system model during performance of this contract.

3.2.2 Quality Conformance Inspections and Tests. The Contractor shall conduct Quality Conformance Inspections and Tests. The Contractor shall provide documented acceptance test results with each system upon delivery to the Government. The Government reserves the right to review any Quality Process within the factory.

3.2.3 Testing. The Contractor shall make available for the Government's review, all previous and current test results concerning the performance, reliability, maintainability, availability, environmental conditions and safety of the Laser Marker Tripod Systems.

3.3 PROGRAM SUPPORT.

3.3.1 Program Management. The Contractor shall implement an innovative management plan that clearly defines how the Laser Marker Tripod Systems program will be managed and controlled. The Contractor shall be responsible for overall system performance and shall define and maintain appropriate subcontract and associate contract relationships to support all necessary requirements, allocations and interface. The Contractor shall designate a single point of contact (POC) specifically charged with the responsibility for accomplishment of the performance and schedule requirements set forth by this SOW. The POC shall be the focal point for all technical communication.

3.3.2 Progress Reports. The Contractor shall submit progress reports identifying detailed work and schedule status of on-going work only if there are negative deviations to the established production rate set within the contract until such deviations are corrected. (CDRL A001).

3.4 CONFIGURATION MANAGEMENT (CM). Maintain a Configuration Management (CM) program IAW the Government approved CM plan for the Laser Marker Tripod Systems that includes an organizational structure with configuration control methods and audits for the duration of this contract. The Contractor shall have an established, Government verifiable, CM Program with control systems in place for the contract life. The Contractor's CM program shall be under the general guidance of MIL-HDBK-61A and shall provide configuration identification, configuration control, configuration status accounting, of all new and/or modified hardware, firmware, software, and documentation. The Program shall address the Contractor's procedures for CM; configuration reviews; and preparation, review and processing of Requests for Deviations and Waivers and Engineering Changes. The Production Baseline (PBL) shall be established after first delivery. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines shall be documented in the Contractor's configuration status accounting database. The Contractor shall provide top-level system drawings that are required for the nomenclature and National Stock Number assignment. These drawings shall be submitted as required, whenever a configuration change causes change or revision to these drawings. The latest revision of drawings shall be submitted to the Government throughout the life of the contract. The top-level drawings are used for the purpose of Nomenclature and National Stock Number assignments. (CDRL A002)

3.4.1 Configuration Identification (CI). The Functional Baseline and Product Baseline shall identify the hardware configuration of the Laser Marker Tripod Systems. The Functional Baseline is defined by the system specification. The Engineering Drawings, Associated Parts List, and Engineering and Logistics Life Cycle Documentation define the PBL.

3.4.2 Configuration Control (CC). The hardware PBL shall be controlled by Form, Fit, Function, Interchangeability and Interoperability in consonance with the Government Maintenance Concept of organizational to Depot repairs. The Contractor shall submit for Government approval, all proposed changes that impact the

Form, Fit, Function, Interchangeability or Interoperability of the current system configuration in accordance with the Contract Data Requirements Lists.

3.4.2.1 Engineering Change Proposal (ECP). The Contractor shall prepare an Engineering Change Proposal (ECP), under the general guidance of MIL-HDBK-61A, for any changes to the approved Functional Baseline and/or Product Baseline. Class I and/or Class II ECP definitions shall be interpreted as defined in MIL-HDBK-61A. Class I ECPs shall require at a minimum a Revision or Part Number change to the Laser Marker Tripod Systems dependent upon system impact to form, fit, function or cost. The Government shall dictate to the Contractor whether a Part Number or Revision to the Laser Marker Tripod Systems is required for Class I ECPs. Any requests for Deviations, Waivers, and Notice of Revision (NOR) shall be submitted through the Contracting Officer for Government review and approval. Drawing updates for Revisions and/or Part Number changes shall be completed at the Contractor's expense to include all technical documentation required by the Government. The Government shall pay expenses for those initiated by the Government, but not for those initiated by the Contractor. The Contractor shall provide ECPs via electronic mail and hard copy for Government review and approval.

3.4.2.2 Non-Class I Changes. For those changes not affecting form, fit, or function (i.e. parts substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall document implementation of Class II ECPs with change to revision letter of the part number by the Configuration Status Accounting database outlined in paragraph 3.4.3 for Government record.

3.4.3 Configuration Status Accounting (CSA). A CSA database will be proposed by the Contractor and approved by the Government. All baselines, ECPs, deviations and waivers shall be documented in the Contractor's CSA database. The Government will utilize the Contractor's CSA database as the single tracking system for each configured hardware and software item for the Laser Marker Tripod Systems. The Contractor shall provide the Government the CSA database via electronic media.

3.5 INTEGRATED LOGISTICS SUPPORT (ILS). This Section outlines the Government's ILS requirements for the Laser Marker Tripod Systems Program. These requirements include, but are not limited to, Maintenance Planning and execution, Technical Manuals, Training, and warranty.

3.5.1 Contractor Logistics Support (CLS). The Contractor shall provide Life Cycle Support for the Laser Marker Tripod Systems program for the life of the contract from date of contract award to include spare parts as required on individual delivery order. The Contractor shall provide a standard commercial warranty on the Laser Marker Tripod Systems program for parts and labor for each System; the Contractor shall provide Original Equipment Manufacturer (OEM) level repairs and service under that warranty program.

3.5.2 Warranty. The Contractor shall provide best commercial warranty on the Laser Marker Tripod Systems program, covering any damage or degradation of performance due to manufacturing or failures associated with normal use. The Contractor shall be responsible for the cost associated with shipping and handling (both CONUS and OCONUS) for all Laser Marker Tripod System that must be returned on warranty issues. The Contractor will be responsible for the cost associated with shipping and handling of warranty returns (CONUS and OCONUS) – from the Contractor to NSWC Crane. Warranty repair turn around time shall not exceed 30 calendar days after receipt of the failed Laser Marker Tripod Systems. All failures returned to the OEM for repair will have a Return Material Authorization (RMA) number assigned by the Contractor. The Contractor shall perform inspection and failure analysis on all returned Laser Marker Tripod Systems returned for warranty repair.

3.5.2.1 The Contractor shall be required to restore the warranty repaired Laser Marker Tripod Systems to a like new cosmetic condition. Any damage to protective finishes shall be repaired to the extent necessary to provide adequate protection during field usage, corrosion prevention and structural integrity. The Contractor shall be required to replace all damaged markings, identifications, and decals when the markings, identifications, or decals become unreadable.

3.5.2.2 The Contractor shall ensure all repaired Laser Marker Tripod Systems meet or exceed the original contract requirements.

3.5.2.3 After the repaired Laser Marker Tripod Systems passes acceptance testing at the Contractor's facility, the Contractor shall ship the repaired System to NSWC Crane for inspection. Units shall be shipped to:

Sandy Paulin, Code 805E
Bldg. 3291
NSWC Crane
300 HYW 361
Crane, IN 47522

3.5.3 TECHNICAL DATA.

3.5.3.1 Operators/Maintenance Technical Manual. The Contractor shall provide a Commercial Operator's and Maintenance Manual using MIL- DTL-24784/4B as guidance. The Government will review the commercial manuals using guidance in MIL- DTL-24784/4B. The Contractor shall provide unit/organizational level Operator and Maintenance manuals with each delivered LMTS system. The Operators Manual at a minimum shall include introduction, Warnings, Cautions, and Notes, Safety, Preparation for use and installation, Principles of Operation, Maintenance and Servicing Instructions (preventive and corrective), Preparation for Shipment, Parts List, Operational and Maintenance Illustrations, and information on the functionality of the LMTS, its components/accessories, system operation including adjustments, and operator checks and services. The Technical Manual shall be no larger than 4 1/2 X 6 inches. The Operator and Maintenance Manual shall be provided IAW (CDRL A003).

3.5.3.2 Data Validation. The Contractor shall have a process in place that provides for the validation of the adequacy and technical accuracy of the Technical Manual. The Government will verify and approve the accuracy and completeness of the Technical Manual provided by the Contractor. Any discrepancies shall be corrected by the Contractor at no additional expense to the Government.

3.6.4 SUPPLY SUPPORT.

3.6.4.1 Proposed Spare Parts List for Spares Acquisition Integrated with Production (SAIP). The Contractor shall provide a complete proposed spare parts listing of all the parts that identifies the Laser Marker Tripod Systems, which can be removed and replaced at the Organizational Level and repaired at Depot Level IAW CDRL A004. The Contractor shall identify which Proposed Spare Parts are repairable at O-level and which are repairable at D-level. The Proposed Spare Parts list shall be delivered in a top-down breakdown format of the system and shall include repairable, replacement parts (consumables) and long lead-time items. Each item on the Proposed Spare Parts List shall be priced and available for ordering and provide OEM. The Proposed Spare Parts List shall contain the part number, nomenclature, CAGE, Quantity and unit price. The Proposed Spare Parts List shall include the spares based upon failure analysis to support a 12-month sparing philosophy.

Performance Specification Laser Marker Tripod System

1 SCOPE

- 1.1 Scope. This specification covers the tripod system for the AN/PEQ-1 series Special Operations Forces Laser Marker (SOFLAM) designated the Laser Marker Tripod System (LMTS).

2 APPLICABLE DOCUMENTS

- 2.1 General. The following specifications and standards form a part of this Performance Specification to the extent specified herein. Unless otherwise specified, the issues of these documents shall be those listed in the Department of Defense Index of Specifications and Standards (DODISS) as provided from the Defense Standardization Program (DSP) World Wide Web site at <http://www.dsp.dla.mil>.

2.2 Government documents.

- 2.2.1 Specifications, standards, and handbooks. The following specifications, standards, and handbooks form a part of this document to the extent specified herein.

STANDARDS

DEPARTMENT OF DEFENSE

MIL-STD-810F - Environmental Test Methods

- 2.2.2 Other Government documents, drawings, and publication. The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation.

DRAWINGS

SOFLAM DRAWINGS

6650034 - Plate, Tripod Adapter
6982523 - Outline Dimensions, Laser Marker

- 2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3 REQUIREMENTS.

- 3.1 Description. The LMTS provides a stable platform from which to utilize the SOFLAM. The LMTS consists of the following items:

- Tripod
- Pan and tilt head
- User guide
- Carrying bag
- Adapters as necessary

3.2 Performance Requirements.

- 3.2.1 Operational. Under the load of the SOFLAM and its ancillary attachments (25 lbs maximum) and at any working height between the minimum and maximum set forth in this performance specification, the LMTS

shall have no lateral or horizontal sway, no warping or slipping of the legs, and no binding of locking levers, set screws, leg clamps, or other moving parts. The LMTS shall meet this requirement when the pan and tilt head is set to any azimuth and elevation position that is within the range set forth in this performance specification, and when the pan and tilt head is being rotated anywhere within the range of the azimuth and elevation requirements of this specification. The LMTS shall meet this requirement on surfaces that include snow, sand, grass, gravel, clay, and combinations thereof. The LMTS shall meet this requirement on surfaces with a slope not exceeding 26°.

3.2.2 Working height. The LMTS shall, as a minimum, be adjustable to provide a working height from $8 \pm 1"$ to $19 \pm 2"$. The working height is the vertical distance from a flat surface on which the tripod is positioned to the base of the SOFLAM when it is mounted on the pan and tilt head.

3.2.3 Leg adjustments. Each leg of the LMTS tripod shall be independently adjustable so that the LMTS can be used on uneven surfaces.

3.2.4 Load. The LMTS shall be able to support minimum weight of 21.5 lbs and a maximum weight of 25.0 lbs.

3.2.5 Pan and tilt. (Threshold) The pan and tilt head of the LMTS shall be capable of rotating $\pm 360^\circ$ in azimuth and a minimum of $\pm 20^\circ$ in elevation. Independent locking mechanisms shall be provided for the azimuth and elevation axis. The pan and tilt head shall rotate smoothly throughout its range of motion.

(Objective) The pan and tilt head as a goal may include encoders that enable the user to make precise angle measurements in both azimuth and in elevation.

3.2.6 Carrying bag. The LMTS shall be equipped with a water resistant, soft/padded carrying bag with storage space for one LMTS. The carrying bag shall be equipped with an adjustable shoulder strap.

3.3 Interface Requirements.

3.3.1 SOFLAM Interface. The LMTS shall have a quick release mechanism for attaching the SOFLAM to the pan and tilt head. The quick release mechanism shall allow the operator to remove the SOFLAM from the LMTS pan and tilt head with a single action. The quick release mechanism shall operate without the use of tools. The operator shall be able to access and actuate the quick release mechanism while wearing cold weather gloves. Examples of acceptable quick release mechanisms are pushbutton and throw-lever types. An adapter may be attached to the SOFLAM base as needed. SOFLAM Drawing 6982523 describes the SOFLAM exterior and SOFLAM Drawing 6650034 describes the SOFLAM tripod mounting plate. The attachment of the SOFLAM to the LMTS shall be sufficiently secure so that there is no discernible movement between the SOFLAM and the LMTS during operational use of the system.

3.3.2 User Interface. A single handle shall be provided to rotate the pan and tilt head in both azimuth and elevation.

3.4 Environmental Requirements.

3.4.1 High/Low Temperature Storage and Operation. The LMTS shall be not be damaged by storage in any temperature from -32°C to 71°C . The LMTS shall operate as specified herein at any temperature from -18°C to 49°C . All controls and adjustments shall be able to be manipulated while wearing tactical artic clothing.

3.4.2 Salt Fog. The LMTS shall be operable after an exposure to salt fog of $5 \pm 1\%$ salinity at $35 \pm 2^\circ\text{C}$ IAW MIL-STD-810F, Method 509.4. Two alternating cycles of 24 hours of exposure followed by 24 hours of drying time shall be performed. The LMTS shall show no signs of corrosion, erosion, or pitting after exposure to the salt fog.

- 3.4.3 Immersion. The LMTS shall be capable of withstanding immersion to 3 feet for 4 hours and operate without degradation. The system shall be operational immediately following immersion.
 - 3.4.4 Shock. The LMTS shall be capable of withstanding vibration environments within vehicles that produce high speed, quick acceleration, and high shock vibrational loads. The LMTS shall be capable of withstanding shock equivalent to equipment packed into a padded ALICE rucksack for normal parachute operations (impact velocity 17 feet-per-second).
 - 3.4.5 Transportability. In addition to being carried by individual personnel during operations, the LMTS shall be transportable by all military modes of transportation, including parachute, helicopter, boat, submarine, and military vehicle without performance degradation.
- 3.5 Physical Requirements.
- 3.5.1 Weight. The total weight of the tripod with the pan and tilt head and any required adapters shall not exceed 7.5 lbs.
 - 3.5.2 Exterior Surfaces. All exterior surfaces shall be subdued and non-reflective.
 - 3.5.3 Radioactive Sources. The LMTS shall contain no radioactive sources.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188											
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.																	
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/> X													
D. SYSTEM/ITEM LASER MARKER TRIPOD SYSTEM			E. CONTRACT/PR NO.		F. CONTRACTOR												
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM CONTRACTOR'S MANAGEMENT, STATUS AND PROGRESS REPORTS			3. SUBTITLE PROGRESS REPORTS												
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW PARA 3.3.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E												
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION												
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 50%;">a. ADDRESSEE</td> <td colspan="3" style="text-align: center;">b. COPIES (e-mail)</td> </tr> <tr> <td style="width: 15%;">Draft</td> <td style="width: 15%;">Final</td> <td></td> </tr> <tr> <td style="width: 15%;">Reg</td> <td style="width: 15%;">Repro</td> <td></td> </tr> </table>			a. ADDRESSEE	b. COPIES (e-mail)			Draft	Final		Reg	Repro	
a. ADDRESSEE	b. COPIES (e-mail)																
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	Reg	Repro															
16. REMARKS: BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice. BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES. BLK 14 - Submit Status and Progress Reports identifying detailed work and schedule status of on-going work only if there are negative deviations to the established production rate set within the contract until such deviations are corrected. Submit the Report in electronic media of which Email is preferred. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint). Addressee List: (AL-01) COMMANDER CODE 805E BLDG. 3291 ATTN: B. HELMS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL HELMS_WJ@CRANE.NAVY.MIL (AL-02) COMMANDER CODE 1165 BLDG. 3291 ATTN: MARLENE SIDONS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL SIDONS_M@CRANE.NAVY.MIL					AL-01			1									
					AL-02			1									
					15. TOTAL					0	2	0					
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE										

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/> X				
D. SYSTEM/ITEM LASER MARKER TRIPOD SYSTEM			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM COMMERCIAL DRAWINGS AND ASSOCIATED LISTS			3. SUBTITLE NSN ASSIGNMENT/PRODUCT BASELINE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81003A			5. CONTRACT REFERENCE SOW PARA 3.4		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E			
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30 DAYS AFTER FIRST DELIVERY	14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 30DARC	a. ADDRESSEE		c. COPIES (e-mail)		
				Draft		Final		
				Reg		Repro		
16. REMARKS: BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice. BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES. BLK 14 - Provide top-level system drawings along with drawings of any change hardware configurations from the Laser Marker Tripod System configuration (Schematics Wiring Diagram Intraface Drawings). These drawings shall be submitted as required, whenever a configuration change causes change or revision to these drawings. Submit the draft and reproducible final in mutually agreed upon format at time of award. Submit drawings via AUTOCAD DXF File Format or a file format option of DWG, DXF, DWF, RML, IPT, IAM, IDW. Hard copies of parts lists and notices of Revision are acceptable. Addressee List: (AL-01) COMMANDER CODE 805E BLDG. 3291 ATTN: B. HELMS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL HELMS_WJ@CRANE.NAVY.MIL (AL-02) COMMANDER CODE 1165 BLDG. 3291 ATTN: MARLENE SIDDONS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL SIDDONS_M@CRANE.NAVY.MIL				AL-01		1		1
				AL-02		1		1
				15. TOTAL				2
G. PREPARED BY			J. DATE	K. APPROVED BY		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/> X					
D. SYSTEM/ITEM LASER MARKER TRIPOD SYSTEM			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM COMMERCIAL OPERATOR'S/MAINTENANCE TECHNICAL MANUAL AND ASSOCIATED SUPPLEMENTAL			3. SUBTITLE OPERATOR'S/ MAINTENANCE TECHNICAL MANUAL				
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A			5. CONTRACT REFERENCE SOW PARA 3.5.3.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E				
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE-R	12. DATE OF FIRST SUBMISSION 90 DAYS BEFORE DELIVERY	14. DISTRIBUTION					
8. APP CODE	SEE BLK 16	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		d. COPIES (e-mail)			
						Final			
						Reg Repro			
16. REMARKS: BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice. BLK 8/13 - The Government shall review the contractor's draft commercial manual and return to the contractor within 30 working days either a (1) statement of concurrence or (2) a statement of recommended changes for incorporation into the manual. the contractor shall submit the final commercial manual within 30 working days after receipt of comments. BLK 9 - DISTRIBUTION STATEMENT D AND DESTRUCTION NOTICE APPLIES. BLK 14 - Submit the draft via electronic media of which Email in Microsoft Word 200 format is preferred. Final copy shall be both hard copy and CD-ROM. Contractor shall provide one hard copy, size 4 1/2" X 6" with each See Spot III, Thermal Imager delivered. Addressee List: (AL-01) COMMANDER CODE 805E BLDG. 3291 ATTN: B. HELMS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL HELMS_WJ@CRANE.NAVY.MIL (AL-02) COMMANDER CODE 1165 BLDG. 3291 ATTN: MARLENE SIDDONS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL SIDDONS_M@CRANE.NAVY.MIL				AL-01		1		1	
				AL-02		1		1	
				15. TOTAL				2	
G. PREPARED BY			L. DATE		M. APPROVED BY		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER <input checked="" type="checkbox"/> X			
D. SYSTEM/ITEM LASER MARKER TRIPOD SYSTEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM PROPOSED SPARE PARTS LIST			3. SUBTITLE LIST FOR SPARES ACQUISITION WITH PRODUCTION		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80134A			5. CONTRACT REFERENCE SOW PARA 3.6.4.1		6. REQUIRING OFFICE NSWC, CRANE, CODE 805E		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 60DAC	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	e. COPIES (e-mail)		
					Draft	Final	
						Reg	Repro
116. REMARKS: BLK 4 - BLK 10 of Data Item - In contractor format acceptable Best Commercial Practice. BLK 9 -" DISTRIBUTION STATEMENT A" applies. Approved for public release; distribution is unlimited. BLK 14 - Submit the proposed spare parts listing in Microsoft Word 2000/EXCEL 2000 format via electronic media of which Email is preferred. All proposed spare parts listed shall be available for ordering. Otherwise on CD-ROM in MS Office format (Word, Access, Excel, Powerpoint). Addressee List: (AL-01) COMMANDER CODE 805E BLDG. 3291 ATTN: B. HELMS NSWC CRANE 300 HIGHWAY 361 CRANE IN 47522-5001 OR E-MAIL HELMS_WJ@CRANE.NAVY.MIL							
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				15. TOTAL			
G. PREPARED BY		N. DATE		O. APPROVED BY		J. DATE	
				Theresa Andis, Crane Data Manager			

17. PRICE GROUP

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